

**TERMS AND CONDITIONS**

1. Sealed Technical & Financial bids in two different envelopes (one containing technical bid & other Financial bid) are invited from reputed caterers for running of mess in the Hostels (Old Hostel/Hostel No. 1 - approx. 180 students, New Hostel - approx. 100 students and Girls Hostel – approx 100 students) of Govt. Polytechnic Hisar, on contractual basis initially for a period of one year.
2. *There should be a separate manager for each hostel and food will be prepared and cooked separately for each hostel i.e. Old Hostel/Hostel No. 1, New Hostel and Girls Hostel in their respective mess area.*
3. For Girls hostel atleast two female workers should be deployed by the contractor.
4. Tender documents are available on Institutes web-site **gphisar.ac.in** . Application fee of Rs. 1000/- be submitted in the form of DD drawn on any Nationalized Bank in favour of “Principal Govt. Polytechnic Hisar” payable at Hisar along with application (in technical bid ).
5. The contract/tender, if awarded, shall be valid initially for one year from the date of award of contract subject to continuous satisfactory performance and on failure on this aspect by the contract the Competent Authority will reserve the right to terminate the contract. The period of the contract can be extended for further period by the Competent Authority on terms and conditions agreed mutually.
6. **The contract is in respect of rate of providing 3 (three) meals per day per student that is breakfast, lunch and dinner, each meal (breakfast, Lunch & dinner) as per the menu in annexure ‘A’.** It will be served in boy’s & girl’s hostel. The bidder quoting the lowest rate/day/student i.e. 3 (three) meals per day amount for one student and meeting all other conditions of the tender will be awarded the contract. If any two parties quote same rate, then the caterer with higher experience in Govt. organization will be given chance.
7. The bidder should have at least **three years experience** of running the Hostel Mess in a Govt. Organization preferably in academic institution. Suitable documentary evidence in the form of a letter from the concerned organization should be submitted along with the tender documents. Bids not complying to this condition will be summarily rejected.
8. The bidder should have **minimum turnover of Rs. 10,00,000 (Ten Lacs) annually** (last two yrs) or three years experience of running any govt. organization mess. Suitable documentary evidence in the form of a letter from the concerned organization should be enclosed along with the tender documents. Bids not complying to this condition will be summarily rejected
9. Bids in two sealed envelope super scribed as “Technical Bid for running of Hostel Mess in Govt. Polytechnic Hisar” & “Financial Bid for running of Hostel Mess in Govt. Polytechnic Hisar” can be submitted in Principal’s Office, up to **12-09-2022 up to 04:00 PM**. No bid thereafter shall be accepted. The Technical & Financial Bid shall be opened on **13-09-2022 at 09:00 AM** in the presence of bidders or their representatives (only one person per bid) who wish to be present. In the event of **13-09-2022** being declared as a holiday, the tender will be opened on next working day at the same time and place. Financial Bid of the bidder shall be opened only if he/she fulfills the conditions in technical bid.
10. Earnest money in the shape of Bank draft/ Banker cheque of any Nationalized Bank in favour of “Principal Govt. Polytechnic Hisar” payable at Hisar, for Rs.20,000/- (Rupees Twenty Thousand Only) should be enclosed with the filled-in tender. It should remain valid for a period of 06 (six) months from the last date of submission of the bid. In the absence of EMD, the bid shall be rejected summarily. The Earnest money shall be refunded to unsuccessful bidders after finalization of the contract. No interest is payable on the EMD.

**Signature of the contractor**

11. The successful bidder shall deposit a sum of Rs. 1,00,000/- (Rupees one lakh Only) as interest free Performance Security deposit which will be refunded after making necessary adjustments, if any, on the expiry of the contract. This is in addition to the monthly rent payable by the contractor.
12. The contractor shall be required to pay monthly Rent in advance quarterly. The mess premises comprising, cooking and dining facilities, furniture, food/raw material containers, appliances, utensils, electricity and water shall be provided by the Institute at the rate of Rs 3000/- per month charge. The payment/ mess charges for Winter Vacation/Summer Vacation will be reduced proportionately of that particular month. However, raw materials, food articles, cooking fuel, cleaning/washing materials/tools and man power shall have to be arranged by the contractor at his/their own cost.
13. The agency will be responsible for complying all trade & security laws.
14. The Successful Bidder shall execute an agreement on Rs.100/- (Rs. One Hundred Only) Stamp Paper with the Principal, Govt. Polytechnic, Hisar within one week from the date of intimation of his selection.
15. **The Contractor will secure and submit to Govt. Polytechnic Hisar all applicable Licenses for running the mess within 2 months of award of work or commencement of work, whichever is earlier.**
16. The contractor shall run the Hostel Mess for the benefit and use of the employees and students of G.P. Hisar exclusively in the aforesaid premises.
17. The Govt. Polytechnic will provide suitable space for Kitchen and dining within the college Hostel. Necessary furniture for dining area will also be provided by Govt. Polytechnic Hisar.
18. The contractor selected for Hostel mess service, will be required to maintain highest level of cleanliness and hygiene with regard to the persons under his employment and utensils for serving the food. The food has to be prepared in clean, hygienic and safe conditions as per the menu. The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served and that stale food is not recycled. Stale food shall be removed from the mess premises as soon as possible. Un-refrigerated cooked food not consumed within 6 (six) hours in summer months and 10 (ten) hours in winter months, shall be deemed to be stale and unfit for consumption.
19. The contractor shall be responsible for removal/disposal of garbage generated in the mess.
20. The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. After each meal (breakfast, lunch, evening tea and dinner) all the plates, cups, katoris, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and hot water and dried and kept ready for next meal. All the vessels used for cooking also should be washed in soap solution and hot water and should be available for use for cooking for the next meal. The cleaning material should be of good quality approved by the Hostel Committee.
21. Dining and kitchen hall should be mopped, after each meal. The kitchen, dining hall, hand wash area, dish wash area etc. will be washed with water and soap solution and moped, daily and will be disinfected once in a day or as per the prevailing covid rules.
22. The meal is to be served on counter/buffet however water, chapatti will be served on table. The used plates/glasses etc will be taken away from the dining tables through manually or trolleys to the dish wash area. The contractor shall ensure that sufficient man power is deployed for preparation and service of each meal including cleaning, washing and overall upkeep of mess assets and premises, by an overall minimum man power.
23. The surroundings shall be kept clean and hygienic. High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the mess premises should be cleaned and washed daily. The contractor shall ensure that stray cattle, such as pigs, dogs, cows, etc. do not consume any food within the hostel premises.
24. The contractor shall ensure that only hot food is served to the residents. Complaints, if any, in this regard will be taken strictly.

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25. The mess shall function on all the teaching and the examination days throughout the semester and will not be allowed to be closed on any day, including holidays, for any reasons whatsoever. If mess is to be closed on any holidays/semester break/festivals a prior written permission is to be taken by College Authority.
26. The food shall be neither too spicy nor too oily. The food preparation shall be wholesome by adding Tomato, Ginger, Onion, Garlic and other special spices etc, in sufficient quantity, according to recipes available and shall generally cater to the taste of the residents.
27. Water overhead tank and water coolers installed in the mess area should be cleaned and maintained by the contractor as per the instructions of the hostel authority/hostel Supdt.
28. For sick students, the contractor shall arrange to serve "sick diet" as mentioned in menu in the dinning area/hostel rooms of the student as and when required.
29. The Contractor will be responsible for maintaining adequate number of persons engaged in cooking, distribution of food and disposal of garbage and left over food.
30. The Contractor shall bear all the expenses for running the mess and the Govt. Polytechnic Hisar shall not in any manner be liable for any damage caused due to incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury or injury caused to its workmen while discharging their duty.
31. The persons associated with preparation and distribution of food will be required to undergo periodical medical checkups as and when directed by Govt. Polytechnic Hisar to rule out the possibilities of communicable disease / infectious diseases, and anybody found suffering from such has to be kept out of work till he / she is fully recovered.
32. The contractor shall be responsible for his employees in observing all security and safety regulations and instructions as may be issued by the institute time to time. The contractor shall have the right to appoint and to take appropriate disciplinary actions against its workers to fulfill his obligations under this agreement provided due process is followed and the action is in accordance with industrial employment (standing order) act 1946 and the hostel Supdt. is kept informed. However, the contractor shall not in any capacity employ any person(s) of bad character or any person whose antecedent are not acceptable to the Institute.
33. In case, the Institute suffers loss of any nature on account of the contractor or his employees for not following security/safety regulations/instructions, the contractor shall be liable to bear the loss as determined by the institute at its sole discretion and the institute shall have the right to recover such losses, etc. from the dues payable to the contractor and or security deposit, etc.
34. The contractor's staff shall not be treated as the Institute's staff for any purpose whatsoever. The contractor shall be responsible for strict compliance of all statutory provisions of relevant labour and other laws applicable from time to time in carrying out the above job. The Institute shall not be liable to any penalty under relevant rules, enactment or related regulations for which the contractor is responsible under the law. However, if the Institute is forced to pay any cost of any nature on account of the contractor's liabilities, the said cost shall be recovered from the dues payable to the contractor.
35. The contractor shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactment viz. minimum wages act, payment of wages act, industrial disputes act, gratuity act, contract labour (regulations and abolition) act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. The institute shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of the acts, etc. Hence non-compliance or violation of any of these provisions of any of the acts would lead to the immediate termination of the contract, performance security and EMD will be forfeited.
36. The contractor shall maintain all records required to be maintained under statutory enactment and the Principal and his authorized representatives shall be entitled to inspect all such records at any time.
37. The Contractor will be responsible for such conduct of the persons engaged by him in the mess, which will be conducive for maintaining the harmonious atmosphere in the College and will be responsible for any act of commission & omission of such persons.
38. No child labour shall be deployed.

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39. There shall be no compromise on the quality of food supplied by the Contractor and if any such incidence or food adulteration is found, action deemed fit, including black listing the firm, shall be taken by the Competent Authority and all the rules of Prevention of Food Adulteration Act (PFA Act) will apply.
40. The Contractor will use AGMARK/F.P.O./FSSI or such standard quality food articles approved by relevant regulatory authorities **as per the list provided in annexure 'B'**. Certificate in this regard should be displayed prominently in the premises.
41. An Officer authorized by Principal can check the quality of food and hygienic condition as per the govt., norms and a fine of Rs. 5000/- would be charged for every occasion of non-compliance. Govt. Polytechnic Hisar reserves the right to send the food samples served at the mess to relevant testing laboratories and take appropriate action on the contractor, if required.
42. The hostel authorities shall prepare the menu as per availability of seasonal vegetables and shall be followed by the contractor unless the hostel president/ hostel Supdt. Authorizes change. In case of any dispute the decision of the Principal shall be final and binding on both parties.
43. The Contractor shall not serve food to any outsider except to the guests of bonafide residents, Institute staff & the participants of STC programmes or seminar/ courses etc.
44. The Contractor shall provide the bill to every customer. In case of excess charge found on any occasion, a fine of Rs.1000/- will be charged for every excess charge.
45. The Contractor shall submit the Canteen/ Mess bill for the residents by the 10th of every month. The bill shall be prepared as per approved rates. Payment will be made to contractor according to per diet/per day @ approved rate.
46. **Rebate can be given to dining members only for a maximum of 10 days in a month of 30/31 days or proportionately of that particular month.**
47. If mess is closed completely for Diwali/ Holi/ Semester break or any other festival, no payment will be made by the students to contractor for that period and full (100%) rebate is admissible to residents.
48. A resident, desirous for applying for mess rebate, will be required to inform the Mess Manager at least 1 (one) day in advance in the prescribed form till 2 pm and will make the entry in the rebate register maintained by the contractor.
49. To avoid any dispute regarding the mess bill Contractor shall maintain a register which shall be countersigned by the hostel president/ hostel Supdt.
50. The list of residents, who will compulsory join the mess, shall be provided by the hostel administration from time to time. The number of residents may vary depending upon academic sessions and vacations. However, a significant variation is not envisaged on a day to day basis.
51. Equipment, gadgets, utensils and fixtures in the Mess shall be handed over to the contractor in good condition. Maintenance and proper repair & expenses incurred on these items shall be borne by the contractor. He will hand over these items in good condition at the time of termination of the contract or completion of contract.
52. The inventory of articles shall be handed over to the contractor in good and working condition at the commencement of the contract. The contractor shall be the custodian of this Institute property and mess inventory during the period of contract and shall bear any loss to the inventory by way of misuse, breakage, theft etc. at his own cost.
53. The tea spoons, table spoons, forks, knives, stainless steel tumbler glass, katories etc should be counted once in a month and the contractor will be responsible for the loss of any items and make up the loss if found in shortage.
54. Similarly, the inventory in good condition shall be handed over by the contractor to the Hostel Committee on the expiry of the contract period. The security deposit shall be refunded only after a "No Dues Certificate" is granted by the hostel president.
55. The requirement of utensils, furniture and appliances shall be provided by the hostel administration. However, the serviceability and repairing of the utensils, furniture's and appliances shall be done and ensured by the contractor at his own cost.

**Signature of the contractor**

56. The fuel to be used for cooking will only be LPG and shall be arranged by the Contractor. The contractor shall not be allowed to use electricity/kerosene as a cooking fuel. However, he shall be permitted to use toasters, refrigerators, geysers, water cooler, mixer/grinder, oven and other equipments for cutting /grilling vegetables etc. Any other electrical cooking appliances may also be used by the contractor after obtaining written prior permission of the hostel president.
57. The raw material of good quality (dry ration and vegetables) is to be arranged by contractor and food will be prepared strictly according to menu decided by Hostel Committee and to the satisfaction of the Hostel Committee.
58. The contractor shall procure only good quality fresh vegetables from the market. He shall not be allowed to store the vegetables for more than 1 (one) day in summer months (April to October) and 3 (three) days in winter months (November to March) at a stretch. However, the contractor shall ensure that a sufficient stock of other raw material is stocked in the store for consumption for a minimum period of 15 (fifteen) days. The Hostel Committee shall have the right to check the quality of food articles and vegetables from time to time.
59. The Contractor shall vacate the premises on expiry of the period of contract unless the contract is extended /renewed.
60. If any incident happens in the Institute due to the negligence of the Contractor or their worker the contractor will be fully responsible contract can be cancelled after proper enquiry.
61. A penalty of Rs. 5000/- will be imposed on the Contractor for each day of unauthorized closing of mess. If mess remains closed for a week continuously, this agreement is liable to be cancelled and the Contractor shall be required to vacate the premises within 48 hours as per directions of College authorities.
62. Govt. Polytechnic Hisar shall have the right to terminate the agreement with the Contractor by giving one month's notice without assigning any reason.
63. The Contractor will vacate the mess and hand over the possession of the premises on the expiry of the term of the contract or on termination of the contract. If the Contractor fails to vacate the mess premises on stipulated date or on direction then damage charges for the over stay at the rate of Rs. 10000/- (Rupees Ten thousand) per day will be recovered from the Contractor out of the Performance Security. If Security deposit is insufficient to recover damage charges then the same will be recovered through the Courts of law.
64. Security Money of the Contractor will be forfeited in case of breach of any condition stipulated herein.
65. For any dispute regarding quality / service the decision of the Principal Govt. Polytechnic Hisar shall be final and binding to the Contractor.
66. The successful bidder shall take an insurance policy for an appropriate value for insurance against damage/loss due to fire accident in the mess.
67. The College Campus is a "NO SMOKING ZONE", hence sale and use of tobacco is prohibited.
68. The sale and use of Liquor (alcohol) is also strictly prohibited in mess area and premises.
69. The contractor is responsible to maintain the infrastructure facilities provided by the college such as sitting spaces, fans, electrical fittings, sanitary fittings, water cooler etc.
70. All disputes relating to this tender can be legally resolved through courts in Hisar only.
71. Any conditional bid is liable to rejection of tender.
72. All pages of the tender and related papers are to be duly authenticated by bidder or Authorized signatory on behalf of bidder.

**Signature of the contractor**

## UNDERTAKING

- a. I, the undersigned, certify that I have gone through the terms and conditions mentioned in the tender documents and undertake to comply with them in letter and spirit.
- b. If selected, I shall pay the Security deposit & monthly rent within one week of intimation of selection.
- c. The Earnest money of Rs.20000/- deposited by me has been enclosed herewith vide Demand Draft no.....Dt. ....Drawn on Bank....., Branch .....
- d. I / We give the rights to Principal Govt. Polytechnic Hisar to forfeit the Earnest money deposited by us in the event of my/our selection and failure on my/our part in starting the services of mess as per the terms of this tender on the date specified by the Principal or an officer authorized by him.
- e. I/We are duly authorized to sign the above undertaking.

Date:

Signature of the Bidder

Place:

Full name:

Designation:

**PART-II –A (Technical Bid)**

**APPLICATION FORM**

1. Name of the Firm \_\_\_\_\_
2. Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Phone No. (Mobile / Landline) \_\_\_\_\_
- 4 Experience (in years) of catering \_\_\_\_\_  
(Certificate to be enclosed)
5. DD / Pay Order No., Date & Drawee Bank \_\_\_\_\_
6. PAN/TAN \_\_\_\_\_
7. Copy of return (last two yrs) or experience \_\_\_\_\_  
certificate of running students mess (last three yrs).

I hereby declare that:

1. The applicant / firm have not been blacklisted ever in the past and have not been penalized for not meeting the provisions of Food and Adulteration Act, 1954.
2. All the particulars subscribed by me are true to the best of my knowledge.
3. All the terms & conditions of this tender document are acceptable to me & I shall abide by the same in case the tender is awarded to me.

Date:

Place:

Signature of the Bidder:

Full name:

Designation:

**Documents to be attached with Technical Bid.** Bids not complying to this conditions will be summarily rejected

1. **Experience Certificates** of running the Hostel Mess in a Govt. Organization preferably in academic institution. Suitable documentary evidence in the form of a letter from the concerned organization should be submitted along with the tender documents.
2. Copy of return (last two yrs) **minimum turnover of Rs. 10,00,000 (Ten Lacs) annually** (last two yrs) or three years experience of running any govt. organization mess. Suitable documentary evidence in the form of a letter from the concerned organization should be submitted along with the tender documents.
3. Earnest money in the shape of Bank draft/ Banker cheque drawn on any Nationalized Bank in favour of “Principal Govt. Polytechnic Hisar” payable at Hisar, for Rs.20, 000/- (Rupees Twenty Thousand Only) should accompany the filled-in tender documents.
4. Application fee of Rs. 500/- be submitted in the form of DD drawn on any Nationalized Bank in favour of “Principal Govt. Polytechnic Hisar” payable at Hisar along with application.
- 4 Copy of Terms & Conditions duly signed by bidder or Authorized signatory .

**PART-IIB (Financial Bid)**

<b>Rate of providing 3 (three) meals per day per student i.e. breakfast, lunch and dinner</b>	
In figures	Rs...../day/student
In words	Rupees.....only /day/student

The above quotation includes all applicable taxes

I hereby declare that:

1. The applicant / firm have not been blacklisted ever in the past and have not been penalized for not meeting the provisions of Food and Adulteration Act, 1954.
2. All the particulars subscribed by me are true to the best of my knowledge.
3. All the terms & conditions of this tender document are acceptable to me & I shall abide by the same in case the tender is awarded to me.

Date:

Place:

Signature of the Bidder:

Full name:

Designation:

## Annexure 'A'

### GOVT. POLYTECHNIC, HISAR

#### HOSTEL MENU

Day	BREAK FAST	LUNCH			DINNER		
		Rice	Dal	Raita/Salad	Dal	Veg.	Chappati,Salad
Monday	Aloo/Onion Paratha, Butter, Dahi/Tea	Boiled	Rajma	Sesaonal Veg., Raita,Chappati	Moong Dal	Sesaonal Veg.	Chappati, Salad, Papad
Tuesday	Bread Butter, Milk	Fried	Dal Makhni	Dahi,Salad,Chappati	Mixed	Bhindi/Gajar Matar	Chappati,Salad & Rice Kheer
Wednesday	Aloo/Onion Paratha, Butter, Dahi/Tea	Pulao	White Chana	Ghiya Raita,Salad,Chappati	Chana	Ghiya/Aloo Methi	Chappati,Salad
Thursday	Poha/Dalia and Tea	Boiled	Kadhi Pakoda	Salad,Chappati	Saboot Moong	Mix Veg.	Chappati,Salad & Custard
Friday	Aloo/Onion Paratha, Butter, Dahi/Tea	Fried	Black Chana	Sesaonal Veg.,Raita,Chappati	Arhar Dal	Shimla Mirch & Aloo Gobhi	Chappati,Salad
Saturday	Aloo/Onion Paratha/Dahi/ Butter/Tea	Boiled	Rajma	Raita Khira,Salad,Chappati	Urad	Sesaonal Veg.	Chappati,Salad
Sunday	Aloo Sbzi, Puri and Tea	Pulao & Puri	White Chana	Matar Panner/Palak Panner,Salad,Desert	Saboot Masoor	Mix Vegetable	Chappati, Salad, Papad & Suji Halwa

Note: -

1. Vegetable may be change according to Season.
2. Menu may be slightly changed due to non availability of items in market with prior information and permission of Hostel Supdt.

**Signature of the contractor**

## Annexure 'B'

The quality of some of the items is specified below: -

Items	Brand
Atta	Ashirvad, Pilsburry, Annapurna, Shaktibhog, hafed
Besan (Agmark)	Shaktibhog, Rajdhani hafed
Bread	Modern, Kquality, Bonn, Cremica Britania
Rice (Full Size)	Basmati
Butter	Amul, Britania, Mothers Diary, , Vita
Coffee	Nescafe, Bru
Custard Powder	Weikfield, Brouwn & Polsen
Desi Ghee	Amul, Mother's Diary, Britania, Everyday, Verka, Vita
Milk 4.5% Fat (Min.)	Verka, Amul, Mother's Diary (Without Water) Reliance vita
Mustered Oil	Hafed, Shenai
Paneer	Amul, Verka, Vita, Britania, Reliance
Papad	Lijjat, Amritsari, Bikaji
Pickles	Mother's, Priya, Nilon's, Tops, Murliwala
Refined Oil	Sundrop, Godrej, Fortune, Hafed, Ricela Barn, Suffola
Salt (Iodized)	Tata, Annpurna, Nature Fresh, Catch
Spices	MDH, Everest, Catch
Tea	Brookbond, Lipton, Tata
Any Other items	Brand of any other items required or any of the above items, in case of non-availability will be mutually decided by Committee and the contractor.

**Signature of the contractor**